

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6883404

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GEOS WORLDWIDE LIMITED	12/31/2020
RECEIVING PARTY DATA		
Name:	GARMIN SERVICES, INC.	
Street Address:	1200 E. 151ST STREET	
City:	OLATHE	
State/Country:	KANSAS	
Postal Code:	66062	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10223891
CORRESPONDENCE DATA		
Fax Number:	(913)397-9079	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9133978200	
Email:	PATENTS@GARMIN.COM	
Correspondent Name:	GARMIN INTERNATIONAL, INC.	
Address Line 1:	1200 E. 151ST STREET	
Address Line 2:	LEGAL DEPARTMENT - IP	
Address Line 4:	OLATHE, KANSAS 66062	
ATTORNEY DOCKET NUMBER:	702.1354(GARMIN SERVICES)	
NAME OF SUBMITTER:	SAMUEL M. KORTE	
SIGNATURE:	/Samuel M. Korte/	
DATE SIGNED:	08/25/2021	
Total Attachments: 4		
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PATENT ASSIGNMENT

This Patent Assignment (this “Agreement”), effective as of December 31, 2020 (the “Effective Date”), is entered into between GEOS Worldwide Limited, a company incorporated under the laws of the Crown Dependency of Guernsey under the registration number 66374 (“Assignor”), and Garmin Services, Inc., a Kansas corporation (“Assignee”). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of December 3, 2020, by and among Assignor, Assignee, GEOS Travel Safety Limited, a company incorporated under the laws of the Crown Dependency of Guernsey under the registration number 66375, GEOS Response, LLC, a Texas limited liability company, GEOS Safety Solutions, Inc., a Texas corporation, Garmin International, Inc., a Kansas corporation (together with Assignee, “Buyers”), and GEOS Travel Safety Pty Ltd., a company organized in Australia, as amended by the First Amendment to Asset Purchase Agreement, dated December 14, 2020, and the Second Amendment to Asset Purchase Agreement, dated December 30, 2020 (as amended, the “Purchase Agreement”), pursuant to which, among other things, Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to the United States patent titled *Real-Time Multi-Component Web Based Travel Safety System and Method*, Patent No. US 10,223,891, issued March 5, 2019 (the “GEOS Patent”).

WHEREAS, Section 3.02(a)(v) of the Purchase Agreement contemplates that Assignor will execute and deliver to Buyers this Agreement at the Closing, and the Closing is taking place on the date hereof.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, and subject to the terms and conditions of the Purchase Agreement:

1. Assignment and Assumption. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all Encumbrances, all of Assignor’s right, title and interest in and to the following:
 - a. the GEOS Patent, together with the applications and registrations thereof and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by the applicable Law of any jurisdiction, including pursuant to international treaties and conventions, and otherwise throughout the world, including the right to claim priority;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- d. all claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default with respect to the GEOS Patent, with the right (but no obligation) to sue and collect therefor.

Assignee accepts this assignment and assumes all of Assignor's duties and obligations under the GEOS Patent and agrees to pay, perform and discharge all of the obligations of Assignor under the GEOS Patent accruing on or after the Effective Date.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Following the Effective Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the GEOS Patent to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities relating to the GEOS Patent, are incorporated herein by this reference. The parties acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

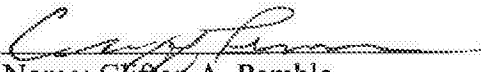
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Counterparts. This Agreement may be executed, manually or electronically, in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

GARMIN SERVICES, INC.

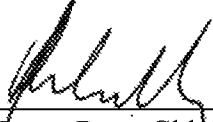
By: 
Name: Clayton A. Pemble
Title: President & CEO

[Signature Page to Patent Assignment]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

GEOS WORLDWIDE LIMITED

By: 
Name: Peter Chlubek
Title: Executive Chairman

[Signature Page to Patent Assignment]

RECORDED: 08/25/2021

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